



TOWN OF AVON ADOPT - A - ROAD LITTER CONTROL/AGREEMENT

The Avon Department of Public Works, hereinafter called the “Department” and _____, hereinafter called the “Contractor”, are entering into this agreement to permit Contractor to contribute toward the effort of landscaping and maintaining a designated plot of land within the Town of Avon.

By signature below, the Contractor acknowledges awareness that the safety of participants is of primary importance and agrees to the following terms and conditions.

CONTRACTOR AGREES TO TERMS AND CONDITIONS:

- Participants shall maintain a pre-selected plot of land approved by the Department.
- Participants shall be **13** years of age or older unless prior approval was granted by the Department. The Contractor shall furnish supervision by one or more adults for every (4) minors participating in the program. **A parent or legal guardian must sign the Release on behalf of the participant minor.**
- The Contractor shall remove debris four times per year **for a two-year period.**
- The Contractor shall place filled “Leaf n’ Litter” bags at designated locations for pickup & disposal by the Department.
- Each crew shall have a leader. That crew leader shall have a copy of this agreement with him/her on the job site.
- All participants shall wear safety equipment at all times when at the site. Crew size will be limited to the amount of safety equipment available.
- Participants shall **NOT** touch anything that might be hazardous or cause injury. This includes such things as: syringes, needles, broken glass, animal bodies, and heavy objects such as tires or appliances. The leader shall report these items to the Public Works Department (673-6151) or the police.
- Participants shall not drink alcohol prior to or while participating in landscaping activities.
- All participants shall sign a Release prior to their participation. A parent or legal guardian must sign for a minor.

THE DEPARTMENT AGREES TO DO THE FOLLOWING:

- Furnish and install a permanent sign with the Contractor’s name or acronym at the adopted area.
- Provide biodegradable “Leaf n’ Litter” bags, safety literature, and other appropriate safety equipment.
- Remove the filled “Leaf n’ Litter” bags from the adopted site.
- Identify site boundaries in relation to the Town right-of-way.
- When possible, the Department will provide mowing services and topsoil.
- Coordinate, at its discretion, publicity efforts with the Contractor to solicit local media coverage.
- Assist the Contractor in removing refuse under unusual circumstances, i.e., when large, heavy or hazardous items are found.
- Conduct an orientation for the Contractor for the first litter control event and thereafter when appropriate.

If, in the sole judgment of the Department, the Contractor is not meeting the terms and conditions of this agreement, the Department may terminate the adoption agreement and remove the group's permanent signs upon 30 days notice.

GROUP HOLD HARMLESS:

On behalf of _____, sponsoring organization, I have read the terms and conditions for participation, and I agree and acknowledge for the following:

- 1) Participants in this program are under the control of our group and not the Town of Avon. Our organization will evaluate all participants to determine that they are responsible individuals who will abide by the rules of the roads and use due care and caution while participating in this landscaping program.
- 2) Our organization will train each participant prior to his/her participation in any activity. Each participant will be knowledgeable of the rules of the road as they pertain to pedestrians, and the terms and conditions of participation.
- 3) We recognize that this program will expose participants to traffic along roadways, as well as other potential hazards. It is our responsibility to obtain and send to the Department the signed Release from each participant prior to his/her participation in the program.
- 4) Our organization understands and willingly accept the risks involved in participating in this program, and it hereby releases the Town of Avon, its officers, employees and agents, and will hold them harmless from any claims that may be made against any of them, now or in the future, for any injuries, harm or damages this organization, its members, or any other persons may experience or allege as a result of our participation in this program.

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF OUR ORGANIZATION, AND THAT EACH PARTICIPANT HAS REVIEWED THIS AGREEMENT AND CONSENTS TO ITS TERMS.

CONTRACTOR

TOWN OF AVON

Signature Date

Signature Date

Print Name

Print Name

Organization

Road Services Division

Organization